heir as disinherited by his crime, as several of the judges appear to think. On the contrary, the legal title passes to the criminal and is thereafter taken from him. *Ereptio propter indignitatem* is a case not of revocation, but of restitution. See Windscheid, Pandekten III. § 669 & n. 1; lex 7, § 4, *D. de bonis damnatorun* (48, 20); *D.* 34, 9, *de his quae ut indignis auferuntur;* Maynz, Cours, v. 3, § 482.

PARTY WALLS; QUASI CONTRACTUAL RIGHTS OF ADJOINING OWNERS. —In the recent case of *Walker et al.* v. *Stetson*, 38 N. E. R. 18, the Supreme Court of Massachusetts has made an interesting and important decision on the subject of party walls. The plaintiff had both added to the height of an ancient party wall between his estate and that of the defendant, and had, also, thickened and strengthened the part which was on his own land, in order to sustain a large building he was erecting. Sometime after this the defendant had also begun building operations, and, while thus engaged, had projected his beams into the wall, but not beyond his own side of the division line. There was no controversy on the part of the defendant as to his liability under a party wall agreement to pay for using the height added, but he contended that the court would be going too far in holding that the other additions became part of the wall, and that the defendant was, therefore, liable for a portion of the cost, though he had used the party wall no further than his rights allowed.

The plaintiff, on the other hand, maintained that, as the old wall, if carried up as it was, would not have conformed to the building law in force in the city of Boston, and as the defendant would, therefore, have been compelled to thicken it, it was only just and equitable that he should pay some proportion of an outlay from which he had derived undoubted benefit.

The court refused, nevertheless, to allow such compensation, or to enjoin the defendant from making any use of the wall, thus thickened and strengthened, to support the building which he had erected.

This decision, although undoubtedly a conservative one, appears on the whole a thoroughly sound one. It is, certainly, very hard to see any ground of legal liability, on which the defendant could have been compelled to contribute, since, throughout, he did nothing but what he had a perfect right to do,— namely, to use his own. Indeed the only chance under the circumstances that the plaintiff had, was to have the inspector of buildings stop the work as contrary to city regulations, and thus, by indirect means, to bring the defendant to terms,— a course which was pursued with success in a private controversy last winter in Boston. But, although this case, apparently, does not recommend itself to architects and builders (see American Architect, cited in 27 Chicago Legal News, p. 12) as fair or politic, it seems difficult to perceive how it could well have been otherwise decided after the erection was once completed.

RIPARIAN RIGHTS.— Questions concerning the rights of riparian owners in cases of alluvion and reliction, although not unimportant in this part of the country, occur more frequently and create more discussion in the west. While our Massachusetts' judges are laying down working rules as to the equitable division of mud flats, judges in Missouri and Nebraska

are striving to comprehend the innumerable, prankish ramblings of the Mississippi and Missouri rivers, and to straighten out the property rights which have been thrown into dire confusion. Sometimes, it is an inland town which the "Father of Waters" has, by some unexpected twist, converted into a river port; or, again, some riparian city of prominence that it has landed high and dry, a couple of miles or so from the present channel. In *Gill* v. *Lydick*, 59 N. W. R. 104, and *Bouvier* v. *Stricklett*, 59 N. W. R. 550, the Missouri has by some of its land-jumping freaks elicited two excellent decisions from the Nebraska court, declarative of the best law on the subject. The first of these treats as unworthy of consideration that ancient and indefensible doctrine, which strives to distinguish between land left by alluvion and that left by reliction, and decides that in imperceptible increases or decreases, alike, the riparian owner either receives the profit or bears the loss, irrespective of the means by which the river had accomplished these transformations. The opposite phase of the doctrine, namely, the affecting of rights by sudden and perceptible changes in the river's course, is dealt with in the second case. There the stream, the middle of which formed the boundary of several estates, had suddenly abandoned its old channel and had made a new course for itself by cutting across a neck or bend. On these facts, the court held that the boundary lines should remain as before, in the middle of the former bed.

LUMLEY *v.* WAGNER DENIED.—The case of *Lumley* v. *Wagner*, 1 De G. M. & G. 604, excited much comment at the time of its decision, and in the line of English cases to which it has given rise there is evidence of a desire not to go in any way beyond it, *Montague* v. *Flocton*, L R. 16 Equity 189, where an actor, defendant, was in effect restrained from doing anything at all but act for the plaintiff, being overruled at the first opportunity in *Whitwood Chem. Co.* v. *Hardman*, L. R. [1891] 2 Ch. 416. Such injunctions as that in *Lumley* v. *Wagner* have been grant d in New York on more than one occasion, where the same desire to limit the effect of the rule has not been apparent. One is interested, therefore to find Mr. Justice O. W. Holmes denying the rule entirely in the recent case of *Rice* v. *D'Arville* (Mass. Suffolk Equity Session, September 29, 1894).

"It is agreed on all hands," he says, "that a court of equity will not attempt to compel a singer to perform a contract to sing. . . . If this is so, as is admitted, it appears to me, with all respect to judges who may have taken a different view, that there is no sufficient justification for saying to an artist that although I will not put him in prison if he refuses to keep his contract, I will prevent him from earning his living otherwise, as a more indirect means of compelling him to do the same thing. I do not quite see why, if an equitable remedy is to be given for the purpose of making an artist keep his contract, the usual remedy should not be given, and the whole of it; why, if I say, 'If you do not sing for the plaintiff you shall not sing elsewhere.' I should not say, 'If you do not sing for the plaintiff you shall go to prison.' I think the later English judges are quite alive to the force of these considerations, and simply bow to the authority of *Lumley* v. *Wagner*, which, of course, does not bind me."

Mr. Justice Holmes dwells a moment on the reason for refusal to say,